

# **EXHIBIT A**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

FIRST AVE MANOR, LLC d/b/a ASTON  
MANOR,

Plaintiff,

v.

AROCHI & LINDNER SC, ROBERTO  
AROCHI-ESCALANTE; TERESA LIST  
REYES; HEDWIG HEIDI LINDNER;  
JORGE MIER Y CONCHA; MARIA  
TERESA ELJURE; RICARDO  
SANGUINO; ARTURO REYES; JOHN  
DOE RAMIREZ; JOHN DOES 1-10.

Defendants.

NO.

COMPLAINT

Plaintiff First Ave Manor, LLC d/b/a Aston Manor ("Aston Manor") alleges as follows:

**I. PARTIES**

1.1 Plaintiff Aston Manor is a validly organized Washington limited liability  
company. Aston Manor has paid all required fees and is entitled to bring this action.

COMPLAINT - 1

**NOLD ♦ MUCHINSKY PLLC**  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004  
Tel (425) 289-5555  
Fax (425) 289-6666

1           1.2     Defendant Arochi & Lindner SC ("Arochi & Lindner") is a law firm  
2 headquartered in Mexico City, Mexico.

3           1.3     Defendant Roberto Arochi-Escalante ("Arochi") is a partner of Defendant Arochi  
4 & Lindner that, upon information and belief, resides in Mexico City, Mexico.

5           1.4     Defendant Teresa List Reyes is an employee of Arochi & Lindner SC that, upon  
6 information and belief, resides in Mexico City, Mexico.

7           1.5     Defendant Hedwig Heidi Lindner is a partner of Defendant Arochi & Lindner  
8 that, upon information and belief, resides in Mexico City, Mexico.

9           1.6     Defendant Jorge Mier y Concha is a partner of Defendant Arochi & Lindner that,  
10 upon information and belief, resides in Mexico City, Mexico.

11           1.7     Defendant Maria Teresa Eljure is a partner of Defendant Arochi & Lindner that,  
12 upon information and belief, resides in Mexico City, Mexico.

13           1.8     Defendant Ricardo Sanguino is a partner of Defendant Arochi & Lindner that,  
14 upon information and belief, resides in Mexico City, Mexico.

15           1.9     Defendant Arturo Reyes is, upon information and belief, an employee of  
16 Defendant Arochi & Lindner that resides in Mexico City, Mexico.

17           1.10    Defendant John Doe Ramirez is, upon information and belief, an employee of  
18 Defendant Arochi & Lindner that resides in Mexico City, Mexico.

19  
20  
21  
22  
23 COMPLAINT – 2

NOLD ♦ MUCHINSKY PLLC  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004  
Tel (425) 289-5555  
Fax (425) 289-6666

1 1.11 Defendants John Does 1-10 are other individuals employed by Arochi & Lindner  
2 that may be liable to Plaintiff.

3 **II. VENUE AND JURISDICTION**

4 2.1 Subject matter jurisdiction is proper in this court because this is an action for legal  
5 and equitable relief conferred upon this court pursuant to, among other authority, Washington's  
6 Constitution, Article IV, Section 6.

7  
8 2.2 Personal jurisdiction exists over the Defendants pursuant to RCW 4.28.185(1)(a)-  
9 (c) and would not offend the traditional notions of fair play and substantial justice, as they have  
10 purposefully availed themselves of the State of Washington by transacting business within the  
11 state, committing tortious acts within the state, and contracting to use property situated in the  
12 state.

13 2.3 Venue is proper in King County pursuant to, among other authority, RCW  
14 4.12.020 and 4.12.025, as the cause of action arose in this county, Defendants' torts were  
15 committed in this county, Defendants transact business in this county, and Defendants presented  
16 a fraudulent payment in this county.

17  
18 **III. FACTS**

19 **The Parties.**

20 3.1 Plaintiff Aston Manor is one of Seattle's premiere nightclub and event venues,  
21 offering premium spirits, dancing, state of the art sound and lighting, music, and a VIP  
22

23 COMPLAINT – 3

NOLD ♦ MUCHINSKY PLLC  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004  
Tel (425) 289-5555  
Fax (425) 289-6666

1 experience. Aston Manor's event staff is comprised of Matt Mead, Abel Padilla, and Shawn  
2 Olyaie.

3 3.2 Defendant Arochi & Lindner is a law firm with 43 attorneys on staff and more  
4 than 20 years of experience providing advice and representation in Intellectual Property, Life  
5 Sciences, Advertising and Marketing, Civil and Commercial Dispute Resolution, Corporate,  
6 Regulatory, and Data Privacy Law matters. Arochi & Lindner have offices in Mexico City,  
7 Mexico and Madrid and Barcelona, Spain.  
8

9 3.3 Attorneys for Arochi & Lindner routinely address legal matters in the United  
10 States, including appearing before the Trademark Trial and Appeal Board.

11 3.4 Defendants Roberto Arochi, Hedwig Heidi Lindner, Jorge Mier y Concha, Maria  
12 Teresa Eljure, and Ricardo Sanguino are the only partners of Arochi & Lindner.

13 3.5 Defendant Teresa List Reyes is a marketing executive for Arochi & Lindner and  
14 was the primary point of contact for persons at Aston Manor.  
15

16 3.6 Defendant Ramirez works in the accounting department at Arochi & Lindner.

17 **Arochi & Lindner Solicit Aston Manor to Host INTA 2018 After-Party**

18 3.7 Each year, Arochi & Lindner's attorneys attend the International Trademark  
19 Association ("INTA")'s annual meeting.

20 3.8 INTA's annual meeting is marketed as the world's largest and most widely  
21 attended trademark event, with over 10,000 attendees from over 150 countries meeting for  
22

23 COMPLAINT – 4

NOLD ♦ MUCHINSKY PLLC  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004  
Tel (425) 289-5555  
Fax (425) 289-6666

1 networking and education purposes in a multi-day event. Attendees are a mix of brand owners,  
2 in-house counsel, outside counsel, government officials, academics, and other intellectual  
3 property professionals.

4 3.9 For the past two years, Arochi & Lindner has hosted extravagant parties for INTA  
5 attendees in Barcelona, Spain and Orlando, Florida.

6 3.10 INTA's 2018 annual meeting, its 140<sup>th</sup> such conference, was scheduled to occur  
7 in Seattle, Washington.

8 3.11 Arochi & Lindner's attorneys featured prominently at the INTA 2018 annual  
9 meeting. Defendant Eljure was a speaker discussing intellectual property in South and Central  
10 America at a panel on May 19, 2018.

11 3.12 Arochi & Lindner were determined to throw their best, largest, and most  
12 extravagant party to date for the INTA 2018 annual meeting.

13 3.13 Arochi & Lindner contacted Aston Manor in the summer of 2017, full nine  
14 months before the actual event, to host this party and represented that they were a reputable law  
15 firm in good financial standing with the ability to pay for such an event.

16 3.14 In July 2017, Arochi & Lindner's marketing professional, Defendant Teresa  
17 Reyes ("Ms. List"), negotiated terms with Aston Manor's personnel and the scope of the event.

18 3.15 On July 20, 2017, Ms. List set up a time to visit Seattle and meet with Aston  
19 Manor personnel on July 28, 2017 at 6:00 p.m. to "check your facilities, talk about the cocktail  
20  
21  
22

23 COMPLAINT – 5

**NOLD ♦ MUCHINSKY PLLC**  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004  
Tel (425) 289-5555  
Fax (425) 289-6666

1 party proposal and catering, and any details that are required to verify the date and time for the  
2 event for Sunday May 20<sup>th</sup>, 2018.”

3 3.16 Ms. List did visit Aston Manor on July 28, discussed the event’s requirements in  
4 detail with Aston Manor personnel, and approved of the venue.

5 3.17 On August 1, 2017, Aston Manor’s Abel Padilla sent an estimate of expenses  
6 based on food for 1,000 people with an alcoholic drink per person. Mr. Padilla quoted a  
7 minimum of \$56,800 for the event. The stated purpose of the estimate was to agree on the  
8 *minimum* and for deposit purposes and items could be adjusted to add food and drink as needed.  
9

10 3.18 That same day, Ms. List stated that she required a signed agreement to submit the  
11 first deposit and increased the size of the event from 1,000 to 1,500 people.

12 3.19 On August 2, 2017, Ms. List sent a draft agreement that did not include the final  
13 contract price as the scope of the party remained in flux. She stated that “We will sign a future  
14 contract, however we can use this document as your agreement with us in order to receive a first  
15 payment.”  
16

17 3.20 The next day, on August 3, 2017, she requested Aston Manor’s account details so  
18 she could wire the funds for the first deposit. She did wire the funds that same day.

19 3.21 On October 11, 2017, Aston Manor sent an invoice to Arochi & Lindner for a  
20 second deposit. This invoice was based on 1,500 attendees. The cost of drinks was quoted at  
21 \$10,000, the cost of food at \$46,800, and the cost of equipment rental at \$3,000.  
22

23 COMPLAINT – 6

NOLD ♦ MUCHINSKY PLLC  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004  
Tel (425) 289-5555  
Fax (425) 289-6666



1           3.22   This invoice also confirmed that Arochi & Lindner had paid the first deposit of  
2   \$14,199 and that a second payment of \$14,950 would be due on November 6, 2017.

3           3.23   While the event was initially to host 1,000 people, and then 1,500, at Arochi &  
4   Lindner's request, the scope of the party was again drastically increased to 2,000 people.

5   **Arochi & Lindner Enters Into Contract With Aston Manor With No Intention to Pay.**

6           3.24   On August 2, 2017, Aston Manor entered into a written contract with Arochi &  
7   Lindner to host an event for 2,000 people on Sunday, May 20, 2018.

8           3.25   This contract was signed by Defendant Roberto Arochi-Escalante ("Arochi").  
9   Mr. Arochi entered into this agreement with no intention of fulfilling its terms or paying for the  
10   services and products rendered by Aston Manor.

11           3.26   Arochi & Lindner also communicated an extensive set of amendments on or about  
12   May 9, 2018, such as a billboard for Arochi & Lindner's party, 3,000 tequila shots, 1,920 wine  
13   glasses, 113 cases of Heineken, 113 cases of Corona, a 140' tent for the backyard area, four bars  
14   in the backyard area, lights and sound for the backyard area, and restrooms for same.

15           3.27   Several food and drinks items were upgraded at Arochi & Lindner's request to  
16   reflect a more premium image. Defendants requested these changes with the knowledge that  
17   they would never pay for them.

18           3.28   These additions required significant expense and effort on the part of Aston  
19   Manor. Aston Manor accommodated every single requested amendment.

20   COMPLAINT – 7

21   NOLD ♦ MUCHINSKY PLLC  
22   10500 NE 8<sup>th</sup> Street, Suite 930  
23   Bellevue, WA 98004  
24   Tel (425) 289-5555  
25   Fax (425) 289-6666



1           3.29   The crection of the requested tent, carpeting, and fencing required tens of  
2 thousands of dollars' worth of equipment and furniture rentals to ensure that the backyard area  
3 (interior of tent) acted as an extension of Aston Manor.

4           3.30   This endeavor also required permitting and approvals from the City of Seattle,  
5 Seattle Fire Department, Seattle Police Department, Washington's Liquor Board, and the hiring  
6 of extra security, wait staff, and other personnel.

7  
8           3.31   Arochi & Lindner also communicated to Aston Manor that the event would be  
9 sponsored in part by "Jose Cuervo", the best-selling tequila brand in the world, and a client of  
10 Arochi & Lindner. Arochi & Lindner demanded that all flyers, drinks, and various other items  
11 must include the "Jose Cuervo" logo.

12           3.32   In light of the extensive amendments, Aston Manor communicated to Arochi &  
13 Lindner that the total cost of the event would be \$126,920.

14           3.33   Arochi raised no objection or issue and accepted the cost.

15  
16 **Party at Aston Manor Exceeds All Expectations.**

17           3.34   On the night of the party, May 20, 2018, over 2,000 guests had access to an open  
18 bar with liquors and over a dozen varieties of premium food items. Upon information and belief,  
19 no less than 6,000 alcoholic drinks were consumed.

20           3.35   After the event Defendant Arochi himself thanked and complimented Aston  
21 Manor's staff on a job well done. He specifically stated that the party was "Amazing" and "best  
22

23 COMPLAINT – 8

NOLD ♦ MUCHINSKY PLLC  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004  
Tel (425) 289-5555  
Fax (425) 289-6666

1 one yet". He went on to add that he appreciated how dedicated we were to making the event  
2 private, as they had a lot of trouble in Barcelona with random people joining their party.

3 3.36 Arochi & Lindner boasted about the party on their social media and firm website,  
4 posting hundreds of pictures of their guests enjoying the party hosted by Aston Manor.

5 3.37 At no point did Arochi & Lindner, or any one acting on its behalf, indicate that  
6 they were dissatisfied by their experience or that the remaining \$97,001 payment would not be  
7 forthcoming.  
8

9 **Arochi & Lindner's Fraud.**

10 3.38 When no payment was received weeks after the event, on June 1, 2018, Mr.  
11 Padilla of Aston Manor contacted Ms. List of Arochi & Lindner to secure confirmation of the  
12 wire transfer for the remaining balance. Ms. List represented that she would check with the  
13 finance department and get back to him.  
14

15 3.39 On June 7, Ms. List represented that she had checked with the accounting  
16 department, but that the department had no way of confirming the wire in their system. She  
17 stated that the accounting department had guaranteed that the wire would arrive by Monday at  
18 the latest.

19 3.40 On June 8, 2018, Mr. Mead wrote to Ms. List to inquire why no payment had  
20 reached Aston Manor five business days after its purported payment:  
21  
22

23 COMPLAINT – 9

NOLD ♦ MUCHINSKY PLLC  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004  
Tel (425) 289-5555  
Fax (425) 289-6666

1 Thank you again for your business. We are now a few weeks removed from your  
2 event and as such we as a company are at a loss with all the equipment, rentals,  
3 beverage purchases, etc. that we incurred hosting the event. We simply cannot  
4 wait any longer for the payment.

5 I know Abel has been in touch with you but we need a precise answer as to when  
6 payment will arrive or an alternative method of payment in the form of cashier's  
7 check overnighted to us. Can you please get back to me with an answer, wire  
8 transfer initiation receipt or a better contact to resolve this issue so we can begin  
9 arrangements as we can't afford to wait any longer on this?

10 We spoke with our bank and we have no record of pending transfer so we need to  
11 act quickly. Thank you in advance for your immediate attention in this matter!  
12 We look forward to resolving this and working again in the future. Thanks!

13 3.41 Ms. List responded that same day:

14 Thank you for your e-mail. We will make a wire transfer on next week. I was  
15 asking for this account closure before leaving Seattle, I even went to the club  
16 during the 21<sup>st</sup> and talked about it. So please be sure you will receive a wire  
17 transfer from us.

18 3.42 This email promising a future wire transfer was materially false and inconsistent  
19 with Ms. List's prior representations of a transfer 5 days prior.

20 3.43 On June 9, Ms. List emailed Mr. Mead stating that a wire confirmation is  
21 available but inaccessible to her and that she was pressuring her administrative staff to get the  
22 payment information.

23 3.44 On June 11, Mr. Mead again emailed Ms. List to inform her that "No money  
24 landed in our account today as you stated it would and we have not heard from you regarding  
25 this issue."

COMPLAINT - 10

**NOLD ♦ MUCHINSKY PLLC**  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004  
Tel (425) 289-5555  
Fax (425) 289-6666

1           3.45   Ms. List forwarded a document which she said was an internal wire transfer  
2 confirmation from Arochi & Lindner's accounting department that \$125,996 dollars had been  
3 transferred to Plaintiff. This was an outright lie.

4           3.46   Ms. List stated that she was waiting for a deposit slip (which was never provided).

5           3.47   Ms. List knew that this wire transfer confirmation was a forgery and that her  
6 representations that it documented a transfer of money were false.  
7

8           3.48   Ms. List ignored Mr. Mead's subsequent attempts to contact her. She responded  
9 to Mr. Padilla and complained for the first time that the delay in payment is due to Defendants  
10 receiving the invoice late.

11           3.49   Ms. List was provided a copy of the invoice two weeks prior. More importantly,  
12 her prior representations that she had already attempted to wire the funds due on two separate  
13 occasions was inconsistent with her representation that the invoice had not reached her.  
14

15           3.50   On June 13, Mr. Mead and Mr. Padilla attempted to reach Ms. List to secure a  
16 wire confirmation. They were informed that either that she was out to lunch, that her dad passed  
17 away, or that she was otherwise unavailable.

18           3.51   That same day, Ms. List forwarded another fake document; an "Intercam Banco"  
19 wire confirmation of a transfer initiated by Arochi & Linder S. C. to Plaintiff in the amount of  
20 \$125,996 on June 11, 2018. This was also an outright lie.  
21

22  
23 COMPLAINT – 11

**NOLD ♦ MUCHINSKY PLLC**  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004  
Tel (425) 289-5555  
Fax (425) 289-6666

1           3.52   Ms. List knew that this wire confirmation was a forgery and she sent it to deceive  
2 Plaintiff and provide it materially misleading information.

3           3.53   Mr. Mead requested the SWIFT code to verify the wire transfer. Ms. List  
4 provided a cropped close-up image of what she purported to be the SWIFT code and assured Mr.  
5 Mead that Arochi & Lindner's accounting department advised her that the payment would arrive  
6 by Monday, June 18.  
7

8 **Arochi & Lindner's Personnel Conceal and Advance Fraudulent Scheme.**

9           3.54   On June 18, 2018, Mr. Mead sent an email to Ms. List and Mr. Arochi explaining  
10 that Ms. List has provided two wire transfers that cannot be confirmed and that no payment has  
11 been received. Mr. Arochi at this point knew or should have known that Ms. List had provided  
12 false statements and documents to Plaintiff.

13           3.55   Mr. Arochi's assistant, Diana Dominguez, directed Ms. List to contact Plaintiff.  
14 Ms. List, copying Mr. Arochi, requested that Plaintiff refer communications related to this matter  
15 to her.  
16

17           3.56   Mr. Mead conferenced with Ms. List and a Mr. Ramirez from Arochi & Lindner's  
18 accounting department. Mr. Ramirez discussed difficulties in wiring the money and instead  
19 proposed mailing a cashier's check that week.  
20  
21  
22

1           3.57 Mr. Ramirez knew or should have known that no wire transfers were attempted  
2 and that the evidence thereof is utterly false. Instead of exposing the fraudulent scheme, Mr.  
3 Ramirez concealed it.

4           3.58 Ms. List purported to mail a cashier's check for the remaining balance and sent a  
5 tracking number for a UPS parcel to Mr. Mead, which indicated that a shipping label was created  
6 on June 19 and that a package was shipped on June 21.

7  
8           3.59 On June 24, the package purportedly containing a cashier's check for the  
9 remaining payment was returned to the sender. Mr. Mead and Padilla's attempts to contact Ms.  
10 List to determine what was going on were ignored that day. UPS informed Mr. Mead that the  
11 package could only have been recalled by the sender.

12           3.60 Ms. List called Mr. Mead on June 25 and assured him that her office did not recall  
13 the shipment, that she would try mailing the cashiers' check again, and asked for a credit card  
14 authorization form that she could execute as a backup if there were any additional issues.

15           3.61 On June 25, 2018, Mr. Mead sent a credit card authorization form to Ms. List.

16           3.62 Ms. List assured Mr. Mead that she had attempted for a second time to send a  
17 cashiers' check with the payment via UPS and that it was scheduled to be delivered on June 26,  
18 2018.  
19  
20  
21  
22



1           3.63    On June 27, 2018, when the package did not arrive and tracking information  
2 indicated that it had not even been mailed, Mr. Mead attempted to contact Ms. List again and  
3 received no response to his calls or emails.

4           3.64    In his email, Mr. Mead requested that Ms. List execute the Credit Card  
5 Authorization Form as agreed. Ms. List ignored this request.

6           3.65    On June 28, Aston Manor's personnel again emailed Mr. Arochi to ask him to  
7 address this debt.  
8

9           3.66    On July 2, Aston Manor's Mr. Padilla traveled to Mexico City, Mexico to speak  
10 to Mr. Arochi and Arochi & Lindner's accounting department. His attempts to contact Ms. List  
11 received no response. Upon arriving at Arochi & Lindner's offices, Mr. Padilla was told that  
12 Ms. List was not available. Mr. Padilla asked to speak to Ms. Dominguez, Mr. Arochi's  
13 assistant, or Mr. Arochi himself. Ms. Dominguez addressed Mr. Padilla briefly to say that she  
14 knew nothing of the event even though she had corresponded with Aston Manor's personnel.  
15 Mr. Padilla was asked to visit the next day and meet with Ms. List.  
16

17           3.67    The next day, when Mr. Padilla arrived, he was again informed that Ms. List was  
18 not present. Ms. Dominguez greeted Mr. Padilla in the lobby and again attempted to turn him  
19 away. Mr. Arochi walked by, recognized Mr. Padilla, and asked what was going on. Mr. Padilla  
20 stated that he was in Mexico City to collect payment. Mr. Arochi asked his assistant why this  
21  
22



1 had not been taken care of and Ms. Dominguez shrugged her shoulders without explanation. Mr.  
2 Arochi directed Mr. Padilla to speak to Defendant Arturo Reyes.

3 3.68 Mr. Reyes stated that he was out of the loop but promised that he would get Mr.  
4 Padilla payment by the end of the day and that he could even do so with an American Express  
5 credit card if needed. Mr. Padilla provided him a credit card authorization form.

6 3.69 Mr. Reyes asked to see Aston Manor's invoice and the wire transfer to "track  
7 down where the money had gone." Mr. Reyes then left Mr. Padilla in a conference room while  
8 he investigated.  
9

10 3.70 Mr. Reyes eventually returned and stated that the documents their employee had  
11 provided to Aston Manor were false. He said that he would deal with that but would still need to  
12 track down the money before providing a credit card authorization. He requested that Mr.  
13 Padilla return the next day so that they can conduct an internal investigation.  
14

15 3.71 Mr. Padilla arrived for his scheduled meeting. Mr. Reyes greeted him in the  
16 waiting area and said that he needed more time and would have an answer and a credit card  
17 number for payment within a couple of hours. It was represented to Mr. Padilla that Ms. List's  
18 file cabinet had been crowbarred open that day. After waiting for several hours that day, Mr.  
19 Padilla received an email from Arochi & Lindner's partner, Mr. Jorge Mier y Concha that he  
20 would be taking over the matter.  
21  
22

1           3.72   On July 5, 2018, Defendant Concha confirmed his phone call of the previous day  
2 via an email in which he stated:

3           Thank you very much for contacting us yesterday. As commented in our  
4 telephone conversation, Teresa List who was in charge of the event suffered a  
5 serious accident and is on sick leave. We are reviewing all of the correspondence  
6 exchanged and our accounting records and will get back to you in the next days.  
7 As I stressed yesterday, we will honor our obligations as soon as possible, but due  
8 to Teresa's absence, we need a bit more time to analyze the situation. Please note  
9 that we are carefully reviewing the document you provided and we are  
10 investigating its origin, as internally we do not have any records of having issued  
11 it.

12           We thank you for your patience and please be certain that any amount owed will  
13 be covered.

14           3.73   After several days of assurances, no information, and still no payment, Mr. Padilla  
15 unsuccessfully returned to Seattle.

16           3.74   On July 11, Aston Manor's Mr. Mead had an extended conversation with  
17 Defendant Reyes. Mr. Reyes stated the firm "definitely wants to and will pay you, we just need  
18 more time" as Ms. List has been on leave for her injury and the firm has been attempting to  
19 review her emails and documents regarding the event.

20           3.75   Upon further investigation around this time, Plaintiff discovered that the wire  
21 transfer confirmation sent by Ms. List and inspected by Arochi & Lindner's accounting  
22 department, with full knowledge of Mr. Arochi and the other partners, was a forgery; it was  
23 plainly a doctored version of a wire transfer initiated months prior.

1 **When Fraud Is Exposed, Arochi Categorically Refuses to Pay.**

2 3.76 On July 17, 2018, Aston Manor's Shawn Olyaie attempted to resolve the matter  
3 with Mr. Arochi. He emailed Defendants Arochi, Dominguez, Reyes, Sanguino, Concha, and  
4 Lindner and stated:

5 You team came to my venue and threw a company party. Your team signed a  
6 contract and approved the invoices you racked up due to all your demands. Your  
7 team has only paid 30k of a 126k bill that's increasing every day. Your team has  
8 sent us FRAUDULENT wire transfers (I'm sure as lawyers you know that wire  
9 fraud is ILLEGAL). Your team has sent us FRAUDULENT mail confirmations  
10 (I'm sure as lawyers you know that mail fraud is ILLEGAL). We flew our  
11 manager from Seattle to Mexico City over broken promises of being paid, only to  
12 be lied to [sic] once again. We are now over 8 weeks and have over a dozen  
13 emails of being promised for payment and all have been turned to lies. We have  
14 emailed and called you all week with ZERO response.

15 3.77 As a result of this email, Mr. Olyaie had a phone conversation with Mr. Arochi  
16 that same day. In response to Mr. Olyaie's demand for payment, Mr. Arochi for the first time  
17 stated that no money was owed to Aston Manor and that Defendants "will not pay a fucking  
18 dime."

19 3.78 When asked about the obvious fraud conducted by him, Ms. List, and others at  
20 Arochi & Lincher, he stated "send her to jail, I don't care" and "I will be in work tomorrow, send  
21 me to jail". He also suggested that Aston Manor "should make sure to sue INTA, since it was  
22 their event."

1           3.79 It is thus clear that Defendants had no intention of ever paying Aston Manor for  
2 the full balance due and perpetrated a fraud.

3           3.80 As a result of Defendants' actions, Aston Manor has been damaged in an amount  
4 to be proven at trial or summary adjudication.

5                   **IV. FIRST CAUSE OF ACTION: BREACH OF CONTRACT**

6           4.1 Plaintiff re-alleges the foregoing allegations and incorporates them as though fully  
7 set forth herein.

8           4.2 The above actions constitute a breach of Defendants' obligations under a written  
9 contract to provide goods and services totaling \$126,950.

10           4.3 Defendants breached its written contracts by failing to pay for the goods and  
11 services Aston Manor provided.

12           4.4 These actions entitle Plaintiff to a judgment for any damages suffered due to  
13 Defendants' breach, as well as to injunctive or equitable relief as is deemed just and equitable.

14                   **V. SECOND CAUSE OF ACTION: FRAUD/INTENTIONAL**  
15                   **MISREPRESENTATION**

16           5.1 Plaintiff re-alleges the foregoing allegations and incorporates them as though fully  
17 set forth herein.

18           5.2 Defendants fraudulently induced Plaintiff to undertake actions, including  
19 providing products and services and waiting to collect the payment due to it.

1           5.3     Defendants intentionally, with knowledge of falsity and intent to defraud,  
2 prepared false wire confirmations to further its fraudulent scheme.

3           5.4     Plaintiff did not know that Defendants' representations were false.

4           5.5     Plaintiff relied upon Defendants' false representations when entering into an  
5 agreement, in continuing to provide services and products, and in forbearing from aggressive  
6 collection efforts.

7           5.6     Plaintiff's reliance upon Defendants' false representations was reasonable.

8           5.7     Plaintiff would not have entered into a contract or provided goods and services  
9 but for Defendants' fraudulent misrepresentations.

10          5.8     Plaintiff incurred substantial damages directly and proximately caused by  
11 Defendants in an amount to be proven at trial.

12  
13           **VI.     THIRD CAUSE OF ACTION: MAIL/WIRE FRAUD & CIVIL RICO**

14          6.1     Plaintiff re-alleges the foregoing allegations and incorporates them as though fully  
15 set forth herein.

16          6.2     Defendants voluntarily and intentionally devised or participated in a pattern or  
17 scheme to defraud Plaintiff out of money.

18          6.3     Defendants did so with the intent to defraud.

19          6.4     It was reasonably foreseeable that interstate wire communications and mail would  
20 be used in furtherance, advancement, or concealment of the scheme or pattern.  
21

22  
23 COMPLAINT – 19

**NOLD ♦ MUCHINSKY PLLC**  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004  
Tel (425) 289-5555  
Fax (425) 289-6666

1           6.5     Such interstate wire communications and mail were in fact used.

2           6.6     Defendants acts of mail and wire fraud are predicates to a violation of the federal  
3 Racketeer Influenced and Corrupt Organizations Act ("RICO") and RCW 9A.82 et seq.

4           6.7     These predicate acts constitute a pattern of racketeering and criminal profiteering.

5           6.8     Defendants committed or intended to commit a RICO violation and engage in a  
6 pattern of criminal profiteering.

7           6.9     Defendants are all associated in fact and operate an enterprise.

8           6.10    There is a reasonable likelihood that Defendants will commit a violation in the  
9 future.

10          6.11    Plaintiff has experienced injury to its business and property in an amount to be  
11 determined at trial.

12          6.12    Plaintiff is entitled to equitable relief, a trebling of its damages, statutory civil  
13 penalty, and attorney fees as provided by law.

14                   **VII.   FOURTH CAUSE OF ACTION: NEGLIGENT MISREPRESENTATION**

15          7.1     Plaintiff re-alleges the foregoing allegations and incorporates them as though fully  
16 set forth herein.

17          7.2     In the course of dealing and contracting with Aston Manor, Defendants supplied  
18 Plaintiff material information and representations of fact.

19  
20  
21  
22  
23 COMPLAINT – 20

**NOLD ♦ MUCHINSKY PLLC**  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004  
Tel (425) 289-5555  
Fax (425) 289-6666



1           7.3     This information was false and Defendants knew or should have known it was  
2 false.

3           7.4     Defendants were negligent in communicating or permitting the communication of  
4 false information to Aston Manor.

5           7.5     Plaintiff justifiably relied on the false information and this reliance was  
6 reasonable.

7           7.6     As a result of Defendants' negligent misrepresentations, Plaintiff has been  
8 damaged in an amount to be determined at trial.  
9

10                   **VIII. FIFTH CAUSE OF ACTION: PERSONAL LIABILITY**

11           8.1     Plaintiff re-alleges the foregoing allegations and incorporates them as though fully  
12 set forth herein.

13           8.2     Defendants are personally liable for the fraudulent acts in which they participate,  
14 even if such acts were committed solely on behalf of Arochi & Lindner and not in any personal  
15 capacity.  
16

17                   **IX. SIXTH CAUSE OF ACTION: UNJUST ENRICHMENT**

18           9.1     Plaintiff re-alleges the foregoing allegations and incorporates them as though fully  
19 set forth herein.

20           9.2     Plaintiff conferred a benefit on Defendants in goods and services.  
21  
22



1           9.3     Defendants knew or should have known that Plaintiff expected to be compensated  
2 for the benefit conferred.

3           9.4     Defendants have been enriched at the expense of Plaintiff.

4           9.5     Defendants accepted goods and services and are under a duty to reimburse  
5 Plaintiff for the value of those goods and services received.

6                   **X.     SEVENTH CAUSE OF ACTION: VICARIOUS LIABILITY**

7  
8           10.1    Plaintiff re-alleges the foregoing allegations and incorporates them as though fully  
9 set forth herein.

10          10.2    At all times material to this action, Arochi & Lindner employed Defendants.

11          10.3    Defendants were under Arochi & Lindner's direct supervision, employ, and  
12 control when they committed the negligent and fraudulent acts described herein. Defendants  
13 engaged in negligent conduct while serving the interests of their employer in the course and  
14 scope of their employment with Arochi & Lindner.

15          10.4    Arochi & Lindner granted Defendants authority to perform as agents and they  
16 committed the acts alleged herein with actual or apparent authority arising from their agency.

17          10.5    Defendant's conduct was ratified by Arochi & Lindner.

18          10.6    Arochi & Lindner is liable for the negligent and wrongful conduct of Defendants  
19 under the law of various liability and respondeat superior.  
20  
21

22  
23 COMPLAINT – 22

24                   **NOLD ♦ MUCHINSKY PLLC**  
25                   10500 NE 8<sup>th</sup> Street, Suite 930  
                    Bellevue, WA 98004  
                    Tel (425) 289-5555  
                    Fax (425) 289-6666

1 10.7 As a direct result of the conduct described herein, Plaintiff has been damaged in  
2 an amount to be proven at trial.

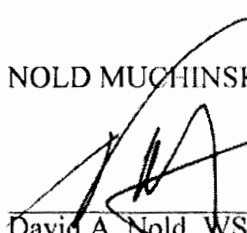
3 **XI. PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 5 A. For judgment against Defendants in an amount to be proven at trial;  
6  
7 B. For such equitable remedies as may be appropriate under the circumstances,  
8 including but not limited to restitution, constructive trust, equitable lien, and equitable  
9 subrogation;  
10 C. Pre- and post-judgment interest as provided by law;  
11 D. Attorneys' fees and costs pursuant to statute, agreement, or common law; and  
12 E. For such other and further legal and equitable relief as the Court may deem just  
13 and proper.

14 DATED this 25th day of July, 2018.

15 NOLD MUCHINSKY PLLC  
16  
17

18   
19 David A. Nold, WSBA #19009  
Nafees Uddin, WSBA #46730  
Attorneys for Plaintiff

20  
21  
22  
23 COMPLAINT - 23

24 **NOLD ♦ MUCHINSKY PLLC**  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004  
Tel (425) 289-5555  
Fax (425) 289-6666  
25